TRACKWISE® LICENSE AND SERVICES AGREEMENT

PLEASE READ ALL OF THE FOLLOWING TERMS CAREFULLY BEFORE PURCHASING AND/OR USING TRACKWISE AND/OR RELATED SPARTA SERVICES. THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU ("COMPANY") AND SPARTA SYSTEMS, INC. ("SPARTA") STATING THE TERMS AND CONDITIONS THAT GOVERN COMPANY'S PURCHASE OF A SOFTWARE LICENSE TO USE TRACKWISE AND RELATED SPARTA SERVICES. BY SIGNING AN ORDER FORM WITH SPARTA THAT REFERENCES THIS AGREEMENT OR INSTALLING OR USING TRACKWISE AND/OR RELATED SPARTA SERVICES, COMPANY AGREES TO ALL OF THE TERMS OF THIS AGREEMENT. THE INDIVIDUAL ACTING ON BEHALF OF COMPANY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF COMPANY. IF COMPANY DOES NOT AGREE TO THESE TERMS, DO NOT PURCHASE, INSTALL OR USE TRACKWISE AND/OR RELATED SPARTA SERVICES. THIS SOFTWARE MAY NOT BE LICENSED BY A DIRECT COMPETITOR, EXCEPT WITH SPARTA'S PRIOR WRITTEN CONSENT. THIS AGREEMENT WAS LAST UPDATED ON DECEMBER 28, 2021 AND IS EFFECTIVE AS OF THE DATE OF THE ORDER FORM ("EFFECTIVE DATE"). Sparta and Company are sometimes referred to herein individually as a "Party" and together as the "Parties".

Sparta has developed software known as TrackWise. Company wishes to purchase certain software licenses to use TrackWise, in accordance with the terms and conditions set forth herein.

Definitions. As used in this Agreement:

1.1.　　**"Affiliate"** means, with respect to either Party, any legal entity that directly or indirectly controls, is controlled by or is under common control with such Party, where "control" means (a) ownership of more than 50% of the equity of such Party or entity or (b) the power to direct or cause the direction of the management and policies of such Party or entity.

1.2.　　**"Application Instance"** means each separate licensed instance or installation of the Software and its associated database to be utilized in connection with tracking, monitoring, operating or managing an area of Company's business, such as quality management and regulatory compliance workflow processes.

1.3.　　**"Concurrent User License"** means a license associated with a particular Application Instance which establishes the maximum number of Users permitted to be logged into such Application Instance at any given time. For each Concurrent User License, 10 individual Users may have log-in accounts to the applicable Application Instance. For example, if Company purchases 50 Concurrent User Licenses, the maximum number of Users who may be logged into an Application Instance at any given time is 50 and the maximum number of Users with log-in accounts is 500.

1.4.　　**"Confidential Information"** means any and all information disclosed or made accessible by or on behalf of one Party or its Affiliates to the other Party or its Affiliates (or any representative of any of them), whether orally, in writing or in any other form, which is either (a) marked or identified as "confidential" at the time of disclosure or (b) of a nature that a reasonable business person would understand, under the circumstances, to be confidential or proprietary provided that the disclosing Party generally treats it as confidential, including all technical, product, service, business, marketing, sales, financial and pricing information and data, techniques, methodologies, processes, algorithms, know-how, ideas, concepts, inventions, discoveries and trade secrets, including information of or about (including the identity of) employees, affiliates, customers, licensors, suppliers, subcontractors and representatives. The following information is Sparta's Confidential Information whether or not marked or identified as such: (i) all Sparta Property (defined in Section 2.7 (Ownership)); (ii) the terms of this Agreement including all Order Forms and pricing; and (iii) Sparta's roadmaps, product plans, product designs, architecture, technology and technical information, and security audit reviews, however disclosed.

1.5.　　**"Consulting Services"** means Software installation, configuration and/or training services provided by Sparta pursuant to an Order Form. Consulting Services do not include Sparta Care.

1.6.   **"Delivery Date"** means the date of Sparta's electronic notification to Company that the Software ordered pursuant to an Order Form is available for download by Company and/or Sparta electronically delivers to Company the license keys therefor, as applicable.

1.7.   **"Documentation"** means the published Sparta user manuals, guides, policies and instructions regarding the Software that are made generally available by Sparta to licensees of the Software as formal documentation of the use and operation of the Software, including the Specifications, and are posted by Sparta on its customer portal (currently located at https://spartasystems.force.com/customercommunity) for use in connection with the Software, as such materials are updated by Sparta from time to time.

1.8.   **"Error"** means any verifiable and reproducible material failure of the Software to conform to the Specifications.

1.9.   **"Error Correction"** means a modification or addition to the Software delivered within a Release, hot-fix or patch designed to correct an Error, or work-around, procedure or routine designed to diminish or avoid the practical adverse effect of an Error.

1.10.   **"Fees"** means the fees specified in the Order Form and/or invoice for Software licenses, Third Party Software licenses, Sparta Care and/or Consulting Services.

1.11.   **"Intellectual Property"** means all: (a) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, including all renewals of the same, and all goodwill associated therewith and symbolized thereby; (b) inventions and discoveries, whether patentable or not, invention disclosures and all patents, registrations, and like rights of exclusion and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (c) trade secrets and know-how, including those included in Confidential Information; (d) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of information), copyrights and database rights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; (e) moral rights, design rights, mask works, rights of privacy and publicity; and (f) all other intellectual property and proprietary rights including rights under unfair competition and market practice laws; in each case throughout the world and whether registered or not.

1.12.   **"Licensed Site"** means the location of the servers on which the Software is initially installed, as identified by Company at the time purchase, or a subsequent location authorized in accordance with Section 2.3.

1.13.   **"Named User License"** means a license for a single-User log-in account associated with a particular Application Instance. Each Named User License shall be in addition to the number of log-in accounts included with a Concurrent User License, but shall be subject to the same limits as the Concurrent User Licenses on the maximum number of Users who may be logged into such Application Instance at any given time. Each Named User License must be assigned to a specific User.

1.14.   **"Order Form"** means a mutually executed order form that describes the Software licenses, Third Party Software licenses, Sparta Care and/or Consulting Services purchased by Company. For Consulting Services, the term "Order Form" includes the applicable Statement of Work, if any. All orders for Software licenses, Third Party Software licenses, Sparta Care and Consulting Services must be made pursuant to a mutually executed Order Form except as otherwise provided below. The Parties may enter into multiple Order Forms. Each Order Form is hereby incorporated into and made a part of this Agreement. For Sparta Care renewals only, Company may issue a purchase order that conforms to the applicable invoice in lieu of a mutually executed Order Form, which purchase order shall constitute an Order Form, but only for such purpose and subject to Section 14.2(e).

1.15.   **"Permitted Users"** means the total number of licensed Users with valid log-in accounts for the applicable Application Instance, subject to the maximum number of licensed Users permitted to access the Software on such Application Instance at any given time.

1.16.   **"Privacy Policy"** means the practices set forth regarding Sparta's collection, use and disclosure of personal data currently located at https://www.spartasystems.com/legal/privacy-policy, as the same may be modified by Sparta from time to time to reflect the latest protocols on the data collected, used and disclosed by Sparta.

1.17.   **"Release"** means any major, minor or point releases, and any type of Error Correction, for the applicable Software which Sparta makes generally available to its customers who are currently subscribed to Sparta Care. A Release shall not include new or separate products which Sparta offers only for an additional fee.

1.18.   **"Software"** means the object code version of Sparta's proprietary on-premise TrackWise® computer software products to which Company actually purchases a license(s) under one or more Order Forms and all Releases thereto. "Software" does not include Third Party Software.

1.19.   **"Sparta Care"** means the English language maintenance and technical support services for the Software set forth in the Sparta Care Policy, as updated by Sparta from time to time, currently located at https://www.spartasystems.com/legal (the **"Sparta Care Policy"**). Sparta Care does not include Consulting Services.

1.20.   **"Specifications"** means the specifications applicable to the Software as delivered with the Software, a current version of which is available upon request.

1.21.   **"Statement of Work"** or **"SOW"** means a statement of work for Consulting Services, signed by both Parties, setting forth the Consulting Services and deliverables, if any, to be performed by Sparta and the corresponding Fees to be paid by Company.

1.22.   **"Term"** means the period beginning on the Effective Date and ending on the date that this Agreement terminates in accordance with the terms herein.

1.23.   **"Third Party Software"** means third party software product(s) to which Company actually purchases a license from or through Sparta under one or more Order Forms for use in conjunction with the Software.

1.24.   **"Third Party Terms"** means the general terms and conditions pursuant to which Company may use Third Party Software to the extent Company has purchased a license for such Third Party Software as described in Section 3.1.

1.25.   **"TrackWise System Requirements"** means the hardware, software and other technical requirements for the computing environment within which the Software must be operated.

1.26.   **"User"** means any individual natural human being (a) who is an active employee, consultant, contractor or agent of Company, or of any Company Affiliate, or of any third party contractor or service provider of Company or a Company Affiliate, (b) who is authorized by Company to use the Software solely on behalf of Company for Company's internal business purposes and (c) for whom Company has established a valid log-in account under a Concurrent User License or a Named User License; provided, that Company shall be responsible for all actions and omissions of Users, any such Affiliate and any such third party contractors and service providers including any non-compliance by any of them with the terms of this Agreement (which shall constitute a breach of this Agreement by Company).

Also, as used herein, the term "including" means "including but not limited to", the term "shall" means "is required to" and the term "hereunder" means under this Agreement.

2. License.

2.1.   **Grant.** In consideration of Company's payment in full of the applicable Fees and subject to the terms and conditions of this Agreement and the applicable Order Forms, Sparta hereby grants to Company a perpetual, personal, non-exclusive, non-transferable and non-assignable license (except as expressly permitted pursuant to Section 14.4 (Assignment)) to (a) install and use and permit Permitted Users to use the Software: (i) in accordance with this Agreement and the Documentation; (ii) in connection with a single Application Instance; and (iii) for Company's internal business purposes only; and (b) to use and permit Permitted Users to use the Documentation solely in connection with the licensed use of the Software.

2.2.   **Restrictions.** Company shall not, and shall not attempt to (and shall not assist, enable or permit Users or others to, or to attempt to), directly or indirectly: (a) modify, translate or adapt any Software or any portion thereof (unless and then only to the extent required to be permitted by applicable law); (b) rent, lease, share, lend, sell, resell, license, sublicense, distribute or otherwise transfer any Software or any rights thereto, (c) provide any Software on a subscription basis, use or permit access to any Software by any third party (other than Users as expressly permitted by this Agreement) or use any Software in connection with a service bureau or other configuration whereby any third party may access, use or benefit from any Software; (d) copy, duplicate or create any derivative works of or based on any Software; (e) reverse-engineer, decompile (except to the extent that decompilation cannot be prohibited or restricted by applicable law because it is essential in order to achieve interoperability with another software program, but only to such extent), disassemble or otherwise attempt to discern or derive the source code of any Software or underlying ideas or algorithms of any Software; (f) misappropriate any Software or any portion thereof; (g) access or use any Software or information provided pursuant to any Consulting Service to create a competing product or service; (h) actually or effectively circumvent any contractual usage or other limit, whether via automated means or otherwise; (i) bypass or disable any

protections that may be put in place against unlicensed use of any Software, or otherwise gain access to or use any unauthorized portion of any Software; (j) disclose any benchmark tests relating to any Software; or (k) remove, relocate, alter or obscure any trademark, copyright or other proprietary or restrictive marking or legend on any Software or other materials delivered or made available by Sparta to Company or any copies thereof. Company shall not take or permit any action that (i) creates any obligation with respect to the Software, including any obligation to disclose or distribute any of its source, object or executable code, or (ii) grants to any third party any rights to the Software. As used in this Section, the term "Software" includes object and source code forms thereof and the Documentation. Company shall not use or permit use of any Third Party Software on a stand-alone basis or otherwise separated from the Software, or transfer any Software (including User licenses) or Third Party Software from one Application Instance to another Application Instance, or use any Software or Third Party Software in connection with more than one Application Instance or for any Application Instance other than the one for which it was acquired.

2.3.　　**Licensed Site.** The Software shall be installed at the Licensed Site on server(s) owned or controlled by Company or, with Sparta's prior written consent, server(s) owned by Company's third party service provider used to provide hosting or IT operational services on behalf of Company. The Software shall not be copied or installed at additional locations without the prior written consent of Sparta, unless the Software will be used from additional locations to remotely access the licensed Application Instance hosted at the Licensed Site, subject to the number of Permitted Users and concurrency limits.

2.4.　　**Additional Concurrent or Named User Licenses.** During the Term, provided that Company is not then in breach of this Agreement and has a current subscription to Sparta Care, Company may purchase additional Software licenses including Concurrent User Licenses and/or Named User Licenses hereunder for any licensed Application Instance. The Sparta Care Fee for such additional User licenses will be pro-rated for the remaining portion of the then-current annual Sparta Care term for the applicable Application Instance such that the Sparta Care term for the existing User licenses and the added User licenses will expire on the same date.

2.5.　　**Additional Application Instances.** If Company desires more than one Application Instance, Company must purchase all of the following for each additional Application Instance: (a) a TrackWise Base License; (b) the number of Concurrent User Licenses needed to access such additional Application Instance; (c) a Crystal Reports Base License and separate licenses to any other software not included in the TrackWise Base License, to be used in connection with such additional Application Instance; and (d) Sparta Care.

2.6.　　**Affiliates.** During the Term, Company's Affiliates may purchase Software licenses or Sparta Care from Sparta by entering into an Order Form and may purchase Consulting Services from Sparta by entering into an Order Form and SOW with Sparta, in each case that incorporates the terms and conditions of this Agreement in a manner that binds such purchasing Affiliate to the terms and conditions hereof.

2.7.　　**Ownership.** Notwithstanding anything to the contrary, as between the Parties, Sparta or its applicable third party licensor retains and shall be the sole owner of all right, title and interest, including all Intellectual Property rights, in, to and under the following (the following being collectively referred to as "**Sparta Property**"): (a) the Software (in object code and source code form), the Documentation, Sparta Care, the Consulting Services and deliverables (if any), all other software, technology, content and materials provided or prepared by or on behalf of Sparta or used by Sparta in providing the Software, and all other Sparta Confidential Information; (b) any and all suggestions, ideas, enhancement requests, recommendations, modifications, improvements or other feedback provided by Company or any employee, agent or contractor of Company relating to any of the foregoing, all rights in which are hereby assigned to Sparta); and (c) all derivative works, customizations, enhancements, modifications, translations, extensions and improvements in or related to any of the foregoing. Company shall not register or attempt to register any patent or copyright which, in whole or in part, incorporates any Sparta Property. Except for the rights expressly granted herein, Sparta does not grant, license or transfer to Company or any User or other third party any ownership or other rights to any Sparta Property. No implied licenses are granted herein and all rights not expressly granted to Company herein are reserved by Sparta.

3.　Third Party Components.

3.1.　　**General.** Individual Third Party Software components, each of which has its own copyright and its own applicable license conditions, may be distributed, embedded or bundled with the Software. Such Third Party Software is separately licensed by its copyright holder or sublicensed by Sparta. If this Agreement does not contain the applicable Third Party Terms, such terms shall be posted at www.spartasystems.com/legal. Company agrees that its acceptance of this Agreement and the signature of an Order Form that references this Agreement constitutes its acceptance of and signature to the Third Party Terms applicable to Third Party Software licenses purchased pursuant to this Agreement. In the event of an inconsistency between the terms of this Agreement

and any applicable Third Party Terms, the terms of the Third Party Terms shall prevail and, notwithstanding anything to the contrary (other than as stated within the Third Party Terms), no additional rights or remedies are granted to Company with respect to Third Party Software. All licenses of Third Party Software are granted subject to Company's payment of all applicable license Fees and compliance with all applicable terms of this Agreement, including Third Party Terms. Sparta and its licensors reserve the right to modify Third Party Terms at any time upon prior written notice to Company, provided that, unless otherwise provided in any Third Party Terms, such modifications shall apply only to licenses purchased after such notice. In addition, certain open source and free software components may be distributed, embedded or bundled with the Software; such components are provided under the licenses that accompany such components and which are also posted on the Sparta customer portal.

3.2.   **Crystal Reports.** With the purchase of, and subject to payment of the applicable Fees for, a Crystal Reports Base License pursuant to an Order Form, Company will receive one copy of the latest generally released version of the Crystal Reports software, subject to the Third Party Terms attached as Appendix A hereto. "Crystal Reports Base License" means one SAP Crystal Reports Server license. Crystal Reports software is licensed for use only as bundled with or in combination with the Software.

4.   Sparta Care.

4.1.   **Services.** Subject to payment of the Fees set forth in the Order Form, Sparta shall provide Sparta Care to assist Company with resolving technical issues or concerns relating to the Software as set forth in the Sparta Care Policy, during the applicable Sparta Care term purchased by Company. Company shall be required to purchase Sparta Care for all Software ordered pursuant this Agreement, for the first 12 month period following the Delivery Date. The annual fee for Sparta Care shall be 20% of the then-current list price for the Software and any Third Party Software. Sparta Care is provided on an Application Instance-by-Application Instance basis and all Software (including all associated User licenses) relating to such Application Instance. Sparta Care is provided by Sparta for all Software and Third Party Software, provided that the terms and conditions of support and maintenance for Third Party Software may be subject to terms and conditions established by the applicable licensor.

4.2.   **Sparta Care Term, Renewal & Reinstatement.** Subject to Company's payment of the applicable annual Sparta Care Fees, the initial Sparta Care term shall be for a 12-month period beginning on the Delivery Date of the applicable Software, and shall renew for subsequent 12-month periods unless Company notifies Sparta within thirty (30) days prior to the last day of the then-current Sparta Care term of its intent not to renew Sparta Care on all Software (including all User licenses) associated with a particular Application Instance. Following a lapse in coverage, Company may reinstate Sparta Care by paying all Sparta Care Fees for the period of time such Software was not under support, at Sparta's then-current rates at the time of reinstatement. During any period in which the Software for any Application Instance is not under a current Sparta Care term, Company shall not be entitled to support or Releases with respect thereto. The preceding sentence shall not limit Company's rights under Section 9.2 (Software Warranty).

5.   Consulting Services.

5.1.   **General.** Sparta will provide Company with the requisite hours of Consulting Services identified within a Statement of Work. The Parties may choose to define a set of deliverables within a Statement of Work, provided that Sparta will not be obligated to provide Consulting Services beyond the total number of hours set forth in the Statement of Work.

5.2.   **Fees and Expenses; Delays.** Sparta will invoice Company on a monthly basis for all Consulting Services rendered and expenses incurred except as otherwise specified in the applicable Order Form. Company shall reimburse Sparta for actual and verifiable out-of-pocket expenses (including travel and related expenses) reasonably incurred by Sparta in connection with any Consulting Services. Sparta may charge for travel time at 50% of the applicable rate when travel time exceeds four hours. Sparta shall not be responsible for any delay caused by Company or any third party under contract with Company. Company may delay Consulting Services by written notice to Sparta specifying the requested length of the delay (it being understood that the Parties will need to reschedule the Consulting Services at a mutually satisfactory time), provided that if Company delays upon less than two weeks prior written notice and Sparta is unable to reallocate the applicable Sparta personnel on a billable basis to another customer project (which Sparta will use reasonable efforts to do), then Sparta will invoice Company for any Consulting Services that are delayed by Company without such two week notice, at the applicable daily rate for such Consulting Services.

5.3.   **License.** In consideration of Company's payment in full of all Fees due under an SOW, Sparta hereby grants to Company a non-exclusive, non-transferable, non-assignable license to use the deliverables from the

Consulting Services (if any) solely in connection with the licensed use of the applicable Software and for Company's internal business purposes, for the duration of the license granted pursuant to this Agreement for the applicable Software.

6. Payments.

6.1.   **Payment.** In consideration of the licenses and services granted and provided hereunder, Company shall pay Sparta the Fees set forth in each Order Form. All Fees will be invoiced and paid in US Dollars except as otherwise mutually agreed in an Order Form. Sparta shall invoice Company for Software and the first year of related Sparta Care on the Delivery Date of the Software. Sparta shall invoice Company for each annual Sparta Care renewal term at least sixty (60) days prior to the end of the then-current Sparta Care term. Consulting Services shall be invoiced in accordance with Section 5.2. Company shall remit payment to Sparta within 30 days of receipt of invoice, excluding amounts that are the subject of a good faith dispute by Company provided that Company promptly notifies Sparta in writing of the amount disputed and the reasons for such dispute and reasonably cooperates with Sparta to resolve such dispute as promptly as practicable. If Company fails to pay any amounts when due (other than amounts disputed as aforesaid), then, in addition to any other available rights and remedies, Sparta shall have the right to (a) assess a late payment charge on such overdue amounts equal to the lesser of (i) two percent per month or (ii) the highest rate allowed by applicable law and/or (b) upon five days prior written notice to Company, suspend providing Sparta Care and Consulting Services to Company, without liability, in each case until such overdue amounts are paid in full. Additional payment terms may be set forth in the Order Form. All payments are non-refundable and all licenses and services are non-cancelable, except as otherwise expressly provided herein. If Sparta seeks legal recourse for the collection of any unpaid Fees from Company (other than amounts disputed as aforesaid), Sparta will be entitled to an award of reasonable attorneys' fees and other costs incurred by Sparta in such matter. Upon execution of an Order Form, if required for Company's internal financial controls, Company shall issue a valid purchase order for the licenses, Sparta Care and Consulting Services set forth in such Order Form. Company's failure to issue such purchase order shall not relieve Company of its obligation to purchase and pay for such licenses and services.

6.2.   **Taxes.** All Fees are exclusive of all taxes and duties. If Sparta is required to pay or account for any sales, use, value added, withholding or other taxes, public fees, duties, deductions or other withholdings (collectively "Taxes"), then such Taxes shall be borne by Company. If Company is required to withhold or deduct any Tax from any payment due hereunder, Company will increase the sum payable to Sparta such that Sparta receives an amount equal to the sum it would have received had Company made no withholding or deduction. Taxes shall not include taxes based upon Sparta's income.

7. Termination.

7.1.   **Termination by Either Party for Material Breach.** Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if the other Party materially breaches this Agreement or such Order Form and fails to cure such breach within 30 days of its receipt of written notice thereof. Notwithstanding the foregoing, Sparta may terminate this Agreement upon written notice to Company if Company fails to cure any payment default (other than a payment disputed in accordance with Section 6.1) within 10 days of delivery of written notice thereof.

7.2.   **Termination for Insolvency.** Either Party may terminate this Agreement or any Order Form effective upon delivery of written notice to the other Party upon the occurrence of any of the following events: (a) a receiver is appointed for the other Party or its property; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within 60 days; or (d) the other Party becomes insolvent or is liquidating, dissolving or ceasing business operations.

7.3.   **Effect of Termination.** (a) Upon termination of this Agreement, all Order Forms, and all rights and licenses granted by Sparta under this Agreement and all Order Forms, shall automatically terminate and Company shall immediately cease all use of the Software. (b) Notwithstanding the foregoing, if this Agreement is terminated by Company pursuant to Section 7.1 or 7.2 above, then any perpetual licenses then outstanding shall remain in effect, any related then-current Sparta Care term shall continue in effect but only until expiration thereof, and any related then-outstanding SOW shall continue in effect until completion thereof, provided that the applicable terms of this Agreement (including Company's payment obligations) shall otherwise continue to apply to each thereof. (c) Upon termination of this Agreement and/or any Order Form, all payment obligations of Company incurred, accrued or arising prior to the effective date of termination shall survive and be payable in accordance with the applicable payment terms herein. (d) Upon termination of this Agreement, each Party shall return, or destroy and at the other Party's written request certify the destruction of, all of the other Party's Confidential Information and

all copies thereof in its, its Affiliates' or any third party's possession, except that Company shall not be required to return the Software or Documentation unless the license thereto has terminated. Upon termination of any license, Company shall return or, at Sparta's election, destroy and certify the destruction of all copies of the Software and Documentation in Company's, its Affiliates' or any third party's possession, except that each Party may retain one copy of such Confidential Information (excluding the Software) to the extent required to comply with applicable laws or regulations or applicable professional standards of conduct.

7.4. **Survival.**   The following provisions shall survive any termination of this Agreement: Sections 1 (Definitions), 2.2 (Restrictions), 2.7 (Ownership), 6 (Payments), 7.3 (Effect Termination), 7.4 (Survival), 8 (Confidentiality), 9.5 (Disclaimer), 10 (Limitation of Liability),11 (Indemnification), 13 (Audit Rights) and 14 (Miscellaneous).

8. Confidentiality.

8.1. **Obligations.** Each Party shall: (a) treat as confidential and shall not disclose any Confidential Information of the other Party other than to its employees, Affiliates, contractors, consultants, service providers or advisors (each, a "Representative") who have a bona fide need-to-know such Confidential Information, provided that (i) such Representatives are bound by legally enforceable obligations consistent with and at least as restrictive as the provisions of this Section 8 and (ii) the receiving Party shall be responsible for any breach by its Representatives; (b) use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care; and (c) use the other Party's Confidential Information only for the purposes described in this Agreement.

8.2. **Exceptions**. (a) Confidential Information shall not include: (i) any information that is or becomes generally available to the public (provided that such information did not become public as a result of the receiving Party's or its Representative's disclosure thereof in breach of this Agreement); (ii) any information received by the receiving Party without restriction on use or disclosure from sources other than the disclosing Party or its Representatives (provided that such source is not subject to a confidentiality obligation with regard to such information); (iii) any information that is independently developed by the receiving Party without use of or reference to Confidential Information of the other Party; or (iv) any information that was in the receiving Party's possession (without restriction on use or disclosure) prior to the time of its disclosure by or on behalf of the disclosing Party. (b) Notwithstanding the foregoing, either Party may disclose Confidential Information of the other Party to any regulatory agency or court of competent jurisdiction if and to the extent: (i) approved by the other Party in advance and in writing; or (ii) required to comply with applicable law, regulatory agency or court order, provided that such Party provides prompt prior written notice of such required disclosure to the other Party (to the extent legally permitted) and reasonably cooperates with the other Party (at such other Party's cost and expense) to limit the extent of such disclosure.

9. Representations and Warranties.

9.1. **Due Organization, Conflicting Agreements**. Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) it has full corporate power and authority to execute and deliver this Agreement and comply with its obligations herein; and (c) it has no outstanding agreement that would conflict in any material way with the provisions of this Agreement or preclude it from complying with the provisions hereof.

9.2. **Software Warranty.** For a period of one year from the Effective Date ("Warranty Period"), Sparta warrants to Company that the Software, when run on systems which conform to the TrackWise System Requirements, will materially conform to the Specifications. In the event of a breach of the foregoing warranty, Company shall deliver to Sparta, during the Warranty Period, written notice detailing the nature of the non-conformity. Sparta shall use commercially reasonable efforts to provide an Error Correction within 30 days from receipt of Company's written notice. Thereafter, Company shall have 10 days to notify Sparta if the Error Correction does not bring the Software within substantial conformity to the Specifications. If Sparta does not provide an Error Correction within 30 days of Company's written notice, or if the Error Correction does not bring the Software within substantial conformity to the Specifications, Company's sole and exclusive remedy and Sparta's sole and exclusive obligation and liability shall be a refund for all license Fees paid for the non-conforming Software. Upon such refund, Company's license to use the non-conforming Software shall automatically terminate.

9.3. **Consulting Services Warranty.** For a period of 30 days following the delivery of any Consulting Services, Sparta warrants to Company that the Consulting Services will be performed in a competent, professional and workmanlike manner by personnel of adequate training and experience and any deliverables, to the extent

identified in a SOW, will materially conform to the Statement of Work. Company's sole and exclusive remedy and Sparta's sole and exclusive obligation and liability for any failure of Consulting Services or deliverables to conform to this warranty shall be for Sparta to re-perform the non-conforming services or deliverables.

9.4.   **Limitations.** The warranties in Sections 9.2 and Section 9.3 do not apply if the Software and/or Consulting Services or deliverables have been: (a) altered, except by Sparta; (b) installed, operated, repaired or maintained other than in accordance with the Documentation or other Sparta's instructions; (c) subjected to abnormal stress, misuse, negligence or accident; or (d) used in connection with any nuclear, aviation or mass transit application or other inherently dangerous activity. In addition, such warranties will not apply to non-conformities caused by Company's (or any User's or third party's) access to, or manipulation, modification or extraction of, any data (including record data and configuration data) either at the database level or without going through the Sparta user interface. Delivery of a Release pursuant to Sparta Care does not commence or extend any warranty period.

9.5.   **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SOFTWARE, THE DOCUMENTATION, SPARTA CARE AND CONSULTING SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE", AND SPARTA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SPARTA (FOR ITSELF AND ITS AFFILIATES, LICENSORS AND OTHER SUPPLIERS) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS, INCLUDING ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OWNERSHIP, QUIET ENJOYMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPARTA DOES NOT WARRANT THAT THE SOFTWARE OR SPARTA CARE WILL PERFORM CONTINUOUSLY OR WITHOUT INTERRUPTION, BE ERROR-FREE, MEET COMPANY'S REQUIREMENTS, OR BE TIMELY OR SECURE, OR THAT DATA PROVIDED THROUGH THE SOFTWARE WILL BE ACCURATE, UP-TO-DATE, COMPLETE OR FREE OF HARMFUL COMPONENTS OR NOT LOST OR DAMAGED. COMPANY SHALL NOT MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF SPARTA TO ANY THIRD PARTY.

10.   Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR COMPANY'S (A) NON-COMPLIANCE WITH THE PAYMENT OBLIGATIONS OR THE LICENSE OR USE LIMITATIONS OF THIS AGREEMENT, (B) BREACHES OF SECTION 8 (CONFIDENTIALITY) OR (C) VIOLATION, MISAPPROPRIATION OR MISUSE OF SPARTA'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL SPARTA (OR ITS AFFLIATES, LICENSORS OR OTHER SUPPLIERS) OR COMPANY BE LIABLE TO THE OTHER FOR: (I) ANY DAMAGES FALLING WITHIN ANY OF THE FOLLOWING CATEGORIES: (a) LOST PROFITS; (b) LOST BUSINESS, REVENUES OR SAVINGS; (c) BUSINESS INTERRUPTION; (d) LOSS OF GOODWILL; (e) LOSS OF ANTICIPATED SAVINGS; OR (f) LOSS, CORRUPTION OR MODIFICATION OF DATA OR OTHER INFORMATION; OR (II) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER; IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY ORDER FORM), INCLUDING THE USE OF OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAILURE OF AN EXCLUSIVE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPARTA AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL ORDER FORMS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE SHALL IN NO EVENT EXCEED (I) WITH RESPECT TO THE SOFTWARE, THE AMOUNT OF THE LICENSE AND SPARTA CARE FEES ACTUALLY PAID BY COMPANY HEREUNDER FOR THE APPLICABLE SOFTWARE LICENSES DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO LIABILITY, (II) WITH RESPECT TO CONSULTING SERVICES, THE AMOUNT PAID OR PAYABLE BY COMPANY FOR SUCH SERVICES PURSUANT TO THE APPLICABLE ORDER FORM AND (III) WITH RESPECT TO SPARTA CARE, THE AMOUNT OF THE SPARTA CARE FEE PAID BY COMPANY FOR THE 12 MONTH PERIOD DURING WHICH THE DATE OF THE EVENT GIVING RISE TO LIABILITY OCCURRED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPARTA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPARTA (FOR ITSELF AND ITS AFFILIATES) HEREBY DISCLAIMS, ANY DAMAGES OR LOSSES CAUSED BY OR RESULTING FROM THE CONDUCT, SOFTWARE, CONTENT, PRODUCTS, SERVICES OR INFORMATION OF ANY THIRD PARTY.

Nothing in this Agreement (including any Order Form) shall limit or exclude either Party's or its Affiliates' liability for (a) death or personal injury caused by its or their negligence or the negligence of its or their employees, agents or subcontractors, (b) fraud or fraudulent misrepresentation or (c) any other liability to the extent that it cannot be limited or excluded by applicable law.

11. Indemnification.

11.1. **Infringement.** Sparta agrees to defend, or, at its option, settle, any third-party claim, suit or proceeding against Company to the extent based on a claim that the Software infringes or misappropriates any third-party copyright, patent, trademark or trade secret that relates to Company's use of the Software (a "**Third-Party IP Claim**"), and shall pay the damages and reasonable and verifiable costs and expenses which are finally awarded against Company by final judgment of a court of competent jurisdiction (or pursuant to settlements agreed to in writing by Sparta), directly attributable to such Third-Party IP Claim, provided that: (a) Company notifies Sparta promptly in writing of such claim unless the delay in notification has no prejudicial effect on Sparta's ability to defend or settle such claim; (b) Sparta retains sole control of the defense and settlement of such claim; (c) Company does not prejudice the defense of such claim; and (d) Company provides Sparta with such cooperation, assistance, documents, authority and information as Sparta may reasonably require in relation to such claim and the defense and/or settlement thereof. Company shall have the right, at its own expense, to participate in such litigation or defense and to retain its own separate counsel and advise Sparta on any proposed settlements, but only to the extent that such participation and advice do not unreasonably interfere with Sparta's ability to perform its obligations under this Section. Sparta shall not, without Company's prior written consent (not to be unreasonably withheld), settle, compromise or consent to the entry of any judgment in any indemnifiable claim unless such settlement, compromise or consent is solely monetary in nature. If any Software becomes, or in Sparta's opinion is likely to become, the subject of a claim of infringement or injunction, Sparta shall have the right, at its option and expense, to: (i) procure the necessary rights to enable Company's continued use of such Software as set forth in this Agreement; (ii) replace or modify the Software so that it is no longer claimed to infringe; or (iii) terminate this Agreement and the applicable Order Form(s) as they relate to, and Company's rights with respect to, such Software and refund to Company the unamortized portion of the license Fee paid for such Software based upon a five year straight-line depreciation from the Delivery Date.

11.2. **Exclusions.** Sparta and its Affiliates, licensors and other suppliers shall have no liability under this Section 11 or otherwise for any infringement which arises out of or relates to: (a) use of the Software in a manner that does not comply with this Agreement or for which it was not designed; (b) use of or combination of Software with products, content, data or services not provided by Sparta; (c) modifications not made by Sparta; or (d) use of any version of the Software other than a current Release, if infringement would have been avoided by use of the current Release.

11.3. **Sole Remedy.** THIS SECTION 11, AND THE THIRD PARTY TERMS, AS APPLICABLE, STATE COMPANY'S SOLE AND EXCLUSIVE REMEDY, AND SPARTA'S AND ITS AFFILIATES', LICENSORS' AND OTHER SUPPLIERS' SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY, REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

12. Data Processing and Transfer.
To the extent that Sparta processes any personal data originating from the European Economic Area and Switzerland ("**Restricted Personal Data**") in the course of delivering Software and/or providing Sparta Care and/or Consulting Services to Company, any such processing shall be governed by Sparta's then current Data Processing Agreement (or such other agreement as Sparta may agree). Any and all transfers of Restricted Personal Data that are made to Sparta in the US shall be governed by one or more of the following data transfer mechanisms (at Sparta's option): (a) binding contractual or other provisions, such as the controller-to-processor standard contractual clauses approved by the European Commission from time to time; (b) Sparta's certification to any program approved by a competent authority and permitting the transfer of Restricted Personal Data, such as binding corporate rules or any successor to the US-EU/US-Swiss Privacy Shield Framework; or (c) any other data transfer mechanism that is valid in the jurisdiction from which the Restricted Personal Data originates. For personal data originating from any other jurisdiction, the Privacy Policy shall apply.

13. Audit Rights.
During the Term and for a period of one year thereafter, upon Sparta's written request, Sparta or an independent and reputable agent or accounting firm chosen by Sparta will be provided reasonable access, during Company's normal business hours and at Sparta's expense, to examine Company's records and computer equipment for the purpose of auditing Company's obligations under this Agreement. Sparta's written request for audit will be submitted to Company at least five days prior to the specified audit date. If Company is not in material compliance with the terms of this Agreement, then in addition to and notwithstanding any other rights or remedies

available to Sparta, Company shall (a) reimburse Sparta for its expenses incurred in conducting the audit and (b) pay Sparta for all additional applicable license and Sparta Care Fees.

14. Miscellaneous.

14.1.   **Notices.** Notwithstanding anything to the contrary, notices and other communications may be given or made pursuant to this Agreement electronically including via Sparta's customer portal. Notwithstanding the foregoing, any notice concerning a material breach or termination of this Agreement (including the Order Forms) must be in writing and delivered in person or sent by certified or registered mail or internationally recognized express courier or overnight delivery service which tracks receipt, and shall be deemed given upon personal, confirmed or documented delivery. All notices concerning a material breach shall specify the nature of the breach in reasonable detail. All notices must be in English. All written notices or other written communications to Sparta shall be provided to the address first listed above, and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Company shall be sent to the address first listed above and addressed to the individual that signed the applicable Order Form. With respect to notices and other communications by Sparta regarding the Privacy Policy or the Sparta Care Policy, such notices shall be deemed given when posted on Sparta's customer portal or at https://www.spartasystems.com/legal or emailed to Company's Support Contact (as defined in the Sparta Care Policy).

14.2.   **Entire Agreement; Modification; Waiver; Severability; Order of Precedence**. (a) This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. Each Party acknowledges that it in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (including negligently or innocently made statements) by or on behalf of any person or entity (whether or not a Party) that is not expressly set out herein. (b) This Agreement and the Order Forms may not be amended or modified, nor any of its provisions waived, except by mutually signed written agreement. Any failure or delay to enforce or exercise any right or remedy shall not be deemed a waiver of such or any other right or remedy. Any waiver of any breach shall not be deemed to be a waiver of any other or subsequent breach. (c) If any court of competent jurisdiction holds any provision of this Agreement or any Order Form as null, void or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect and shall not be affected thereby. (d) Section headings in this Agreement are used solely for convenient reference and shall not be deemed to define or limit the provisions of this Agreement. The Parties drafted this Agreement without any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. (e) Any terms appearing on any purchase order, acknowledgment or confirmation that are different from or in addition to the terms of this Agreement or any applicable Order Form shall not be binding on the Parties, even if signed and returned. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) this Agreement; (ii) the applicable Order Form except to the extent the Order Form expressly supersedes a specified provision of this Agreement; and (iii) the Sparta Care Policy.

14.3.   **Independent Contractors**. The Parties are independent contractors. This Agreement (including the Order Forms) does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Sparta shall be solely responsible for the conduct and supervision of its personnel in the performance of its obligations hereunder. Neither Party shall have any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of the other Party or to bind the other Party in any way whatsoever.

14.4.   **Assignment.** Neither this Agreement nor any Order Form nor any right or obligation hereunder or thereunder may be assigned, transferred, delegated or subcontracted, by operation of law or otherwise, in whole or in part, by Company without Sparta's prior written consent. Due to the importance of Company's ownership and management, a Change of Control of Company shall be deemed an assignment of this Agreement. "Change of Control" of Company means a transaction or series of transactions (a) pursuant to which direct or indirect control of Company is acquired by persons or entities other than those who, directly or indirectly, control Company as of the Effective Date (with "control" having the meaning specified in the definition of Affiliate in Section 1) or (b) resulting in the sale of all or substantially all of Company's business or assets utilizing any part of the Software. Subject to the foregoing, this Agreement (including the Order Forms) shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

14.5.   **Trademarks.** Sparta and its licensors reserve all rights in and to their trademarks, trade names, service marks and logos (collectively "Marks") and no right to use, modify or reproduce such Marks are granted. Company agrees not to take or permit any action that may jeopardize the owner's rights in and to the Marks. Any and all

uses of the Marks, or applications for or registrations of such Marks, shall inure to the benefit of Sparta or such licensors.

14.6. **Publicity.** Neither Party may issue or make any press release, announcement or publication containing or otherwise use any of the other Party's Marks without the other Party's prior written approval; provided that, during the Term, Sparta may list Company along with Company's logo as a customer of the Software on Sparta's website and in other Software marketing materials.

14.7. **Non-solicitation.** For a period of two years from the Effective Date of this Agreement or a SOW, whichever is longer, Company shall not employ or solicit the employment or services of any employee of Sparta or its Affiliates without the prior written consent of Sparta. For purposes of this provision, the general advertisement of employment opportunities by Company in any public forum (including magazines, trade journals, publicly accessible internet services, classified advertisements, or job fairs open to the public) shall not be considered "solicitation", and the hiring of an individual as a result of his or her response to such a general employment advertisement or in response to his or her unsolicited employment inquiry shall not constitute a breach of this Agreement.

14.8. **Force Majeure.** Except for payment obligations, neither Party will be liable for, or be considered to be in breach of this Agreement (including the Order Forms) on account of, any delay or failure to perform as a result of any cause or condition beyond such Party's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, epidemic, pandemic, Internet failure or delay, or denial of service attack. The affected Party shall use commercially reasonable efforts to avoid or remove such cause of non-performance or delay. If such cause or condition continues for a period of more than 60 days, then the other Party may terminate this Agreement for convenience upon 10 days' written notice to the affected Party.

14.9. **Compliance with Laws.** Company shall not, and shall not permit Users to, access, use, export or re-export the Software in or to a U.S.-embargoed country or in violation of any applicable export law, regulation, order or sanction. Sparta represents that neither it nor any of its Affiliates is named on any U.S. government denied-party list. Company represents that neither it nor any of its Affiliates nor any User is named on any U.S. government denied-party list. Company shall at all times comply and cause its Users to comply with all applicable laws and regulations in its use of the Software, including the United States' Foreign Corrupt Practices Act and the United Kingdom's Bribery Act 2010.

14.10. **No Legal Advice**. Company acknowledges and agrees that Sparta does not and shall not provide Company with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Company uses the Software, including those related to data privacy or medical, pharmaceutical or health related data. Company acknowledges that the Software may be used in ways that do and do not comply with such laws, rules or regulations. It is Company's sole responsibility to monitor its (including Users') compliance with all such relevant laws, rules or regulations. Company is solely responsible for such Company-specific use decisions and Sparta and its Affiliates disclaim all liability for such decisions.

14.11. **Federal Government End Use Provisions**. The Software as well as any documents describing or relating to the Software are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" as those terms are defined by 48 CFR 2.101. The U.S. Government's use, duplication or disclosure of the Software as well as any documents describing or relating to the Software are subject to the terms and conditions of this Agreement as provided for in 48 CFR 12.212, 12.216 and 227.7202-3. If the terms of the Agreement do not meet the U.S. Government's needs and/or are inconsistent in any respect with U.S. Federal law, the U.S. Government's cognizant Contracting Officer must negotiate a mutually acceptable written addendum to this Agreement specifically granting such additional rights to the U.S. Government and modifying this Agreement to be consistent with Federal law.

14.12. **Third Party Beneficiaries.** Company acknowledges that licensors of Third Party Software distributed to Company hereunder are direct and intended third party beneficiaries of this Agreement and are entitled to enforce this Agreement directly against Company to protect their contractual, proprietary or other legal rights. In no event shall Sparta's licensors be deemed parties to this Agreement and neither Company nor any third party including Affiliates shall have a right to raise claims pursuant to this Agreement against such third party licensors. Subject to the foregoing, and except as otherwise provided in any transfer mechanism under Section 12 (Data Processing and Transfer), nothing in this Agreement shall be construed as giving any right, remedy or claim hereunder to any person or entity that is not a Party hereto, and any person or entity that is not a Party hereto shall have no right to enforce any part of it.

14.13. **Governing Law and Dispute Resolution**. (a) This Agreement (including the Order Forms and this Section 14.13) and any disputes, controversies or differences arising out of or in connection with this Agreement,

including the breach hereof, shall be governed by the substantive laws of the State of New York applicable to agreements made and wholly performed in New York, without regard to the application of any conflicts of laws principles. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is expressly excluded. (b) Any and all disputes, controversies, or differences which may arise between the Parties out of or in connection with this Agreement, including the breach hereof, which cannot be amicably settled by negotiation between the Parties within 30 days from delivery of written notice of that dispute by one Party to the other Party, shall be finally determined by arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules. The place of arbitration shall be New York, New York. All documents to be filed in the course of an arbitration shall be filed in the English language and all oral proceedings shall be conducted in the English language. Each Party shall bear its own costs of translation, without prejudice to a final determination on the allocation of costs. Each arbitration hearing shall be conducted in person except when specifically prohibited by applicable law or the International Arbitration Rules. Subject to Section 8.2(b), neither Party may disclose the existence, content, or results of any arbitration hereunder (other than to its accountants and attorneys) without prior written consent of the other Party. Each Party shall cause its representatives, witnesses, and any arbitrators to assume confidentiality obligations no less stringent than those provided in this Agreement, during and after the Term, with respect to the existence, content, or results of any arbitration hereunder. Each Party shall be fully responsible for the observance of such confidentiality obligations by its representatives and witnesses during and after the Term.   Each Party retains the right to apply to any court of competent jurisdiction at any time for provisional and/or conservatory relief, including prearbitral attachments or injunctions, to enforce the provisions of this Agreement protecting, and to otherwise protect, its Confidential Information and Intellectual Property rights, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

14.14.   **Remedies Cumulative.** Except as otherwise expressly provided in this Agreement, all remedies shall be cumulative and shall be in addition to every other remedy given in this Agreement or existing at law or in equity, by statute or otherwise.

14.15.   **Counterparts.** Each Order Form may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts by electronic mail, electronic form (including execution by way of an electronic or other signature stamp ("E-signature")), website submission, facsimile or original manual signature, regardless of the means or any variation in pagination or appearance, shall be binding upon the Parties.

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<u>APPENDIX A</u>

<u>CRYSTAL REPORTS EMBEDDED SOFTWARE</u>

SOFTWARE LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SAP FOR THE SAP SOFTWARE ACCOMPANYING THIS AGREEMENT, WHICH MAY INCLUDE COMPUTER SOFTWARE, ASSOCIATED MEDIA, PRINTED MATERIALS AND ONLINE OR ELECTRONIC DOCUMENTATION ("SOFTWARE"). BEFORE CONTINUING WITH THE INSTALLATION OF THE SOFTWARE, YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT THAT FOLLOWS ("AGREEMENT"). IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY RETURN, WITHIN THIRTY (30) DAYS OF PURCHASE, THE SOFTWARE TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND.

1. **GRANT OF LICENSE.** SAP grants you a nonexclusive and limited license to use the Software products and functionalities for which you have paid the applicable fees solely for your internal business purposes and in accordance with the terms and conditions of this Agreement. The Software is licensed, not sold, to you. If you acquired this product as a special offer, as a promotional license included with another SAP product, or bundled or in combination with a third party product, additional restrictions apply as set forth in the Software Use Rights identified in Section 3. This license does not apply to any other software program provided with the Software, including promotional software, which is governed by the online software license agreement included with that software. If you acquire or are provided with any directories, components, connectors, utilities, data, or other items from SAP for use with the Software (the "Additional Technology"), your use of the Additional Technology shall be in accordance with the terms, conditions, obligations and restrictions of this Agreement. The term "Software" as used herein, shall be deemed to include the Additional Technology and Third Party Products.

   "SAP" is the SAP company from whom you are purchasing the Software licenses or related services, either directly or indirectly through a reseller; or if no SAP company distributes in your country, then Business Objects Software Limited.

2. **INSTALLATION AND USE.** You may install and use the Software only in the configuration and for the number of licenses acquired by you. You may also install non-production copies of the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. SAP may control the number and type of licenses and the use of the Software by key codes.

3. **SOFTWARE USE RIGHTS. The Software Use Rights document contains additional terms relating to your use of the Software and is found at www.sap.com/company/legal, and is incorporated herein by this reference. You acknowledge and agree that these additional terms form an integral part of this Agreement.**

4. **OWNERSHIP.** SAP and/or its suppliers retain all right, title and interest in and to the Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. You neither own nor hereby acquire any claim or right of ownership to the Software or to any related patents, copyrights, trademarks or other intellectual property. You agree to retain the Software, the terms of this Agreement as well as any Software benchmark or similar tests (whether performed by you, SAP or any third party) in confidence and prevent them from unauthorized disclosure or use except with SAP's prior written consent. SAP and/or its suppliers reserve all rights not expressly granted to you. SAP's suppliers are the intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein.

5. **COPYRIGHT.** The Software is copyrighted by SAP and/or its suppliers and is protected by United States copyright and patent laws and international treaty provisions. You may not copy the Software except: (a) to provide a non-production backup copy; or (b) to install the Software components licensed by you, as set forth in Sections 2, on to computers as part of executing the Software. Solely with respect to the documentation included with the Software, you may make a reasonable number of copies (either in hardcopy or electronic form), provided that such copies shall be used only by licensed end users in conjunction with their use of the Software and are not republished or distributed to any third party. You must reproduce and include all copyright notices, trademarks or other proprietary legends of SAP and its suppliers on any copy of the Software or documentation made by you. Any and all other copies of the Software made by you are in violation of this License Agreement.

6. **RESTRICTIONS.** Except as expressly permitted by this License Agreement or by applicable law you may not: (a) lease, loan, resell, assign, sublicense, or otherwise distribute the Software or any of the rights granted by this License Agreement without the express written permission of SAP; (b) use the Software to provide or operate Application Service Provider (ASP), service bureau, marketing, third party training, outsourcing services, or consulting services, or any other commercial service related to the Software such as develop training materials; (c) modify (even for purposes of error correction), adapt, or translate the Software or create derivative works therefrom except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software; (d) in any way reverse engineer, disassemble or decompile the Software or the .RPT report file format (including reverse compiling to ensure interoperability) or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; (e) use the Software to develop a product which is competitive with any SAP product offerings; (f) use the Software to develop a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP; (g) use unauthorized keycode(s) or distribute keycode(s); (h) disclose any Software benchmark results to any third party without SAP's prior written approval, (i) permit third party access to, or use of the Software except as expressly permitted herein, and (j) distribute or publish keycode(s). If you wish to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, you shall first provide written notice to SAP and permit SAP, at its discretion, to make an offer to provide information and assistance reasonably required to ensure Software interoperability with your other products for a fee to be mutually agreed upon (if any).

7. **LIMITED WARRANTY AND REMEDY.**

   (a) Excluding Third Party Products, SAP warrants to you that: (i) for a period of six (6) months from delivery of the Software, the Software will substantially conform to the functional description set forth in its standard documentation; and (ii) for a period of six (6) months from delivery the physical media (e.g., CD-ROM, DVD, and Electronic Software Distribution) will be free from defects

in materials and workmanship. Any implied warranties on the Software and Third Party Products and media are limited to thirty (30) days from delivery to the extent such warranties cannot be disclaimed under Section 8(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. SAP does not warrant that use of the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.

    (b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at SAP's option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by SAP only if you give SAP written notice of any breach of the above-stated limited warranty, within six (6) months of delivery of the Software.

    (c) EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 8, SAP AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE SOFTWARE AND THAT YOU HAVE SATISFIED YOURSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET YOUR REQUIREMENTS.

8. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAP OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURACY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAP AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. SAP WILL NOT BE LIABLE FOR DAMAGES FROM THIRD PARTY PRODUCTS. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES INCLUDED IN THIS SECTION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU ONLY IN SUCH CIRCUMSTANCES.

9. **SUPPORT SERVICES. SAP will provide to you product support services specified in an Order Form or other order documents in accordance with SAP's then-current applicable SAP Support Schedule which are found at www.sap.com/company/legal, and which are incorporated herein by this reference.**

10. **TERMINATION.** Except where the Software is licensed on a subscription basis or as otherwise specified in an Order Schedule, a Purchase Order or any written SAP price quotation duly referenced in a Purchase Order, the Software licenses granted hereunder shall be perpetual. If the Software is licensed on a subscription basis and unless the term of the subscription is renewed on or prior to the expiration of the then current term of the Subscription License, the applicable Subscription License shall terminate. Notwithstanding the foregoing, SAP may immediately terminate this Agreement and any licenses and services provided hereunder if: (i) SAP notifies you in writing of a breach and such breach is not cured within thirty (30) days; or (ii) you make an assignment for the benefit of creditors or proceedings are commenced by or for you under any bankruptcy, insolvency, or debtor's relief law. Termination shall not relieve you from your obligation to pay fees that remain unpaid and shall not limit either party from pursuing other available remedies. Upon termination by SAP of this Agreement or any part thereof, SAP shall have no obligation to refund to you any fees paid by you, and you agree to waive, in perpetuity and unconditionally, any and all claims for refunds. If a Software license is revoked or expired, you must certify in writing to SAP that you have immediately un-installed and destroyed all copies of the Software within thirty (30) days of such revocation/expiration. The following Sections survive termination of this Agreement: 8(c), 9, 11, 13, 15, and 17.

11. **AUDIT.** During the term of this Agreement and for three (3) years after termination or expiration, SAP may audit, upon reasonable notice to you and at SAP's expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have underpaid SAP by an amount greater than five percent (5%) of the amounts due SAP in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as SAP may have, you shall pay or reimburse to SAP the cost of the audit.

12. **GENERAL.** Except as otherwise preempted by United States federal law, this Agreement is governed by the laws of the State of New York, United States, without reference to conflict of laws provisions and the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement, together with the Software Use Rights and SAP Support Schedule that are incorporated herein by reference, constitutes the entire agreement between you and SAP, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this Agreement. In the event you and SAP have executed a mutually agreed upon a separately Master Software License Agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA may govern your use of the Software and the terms of this Agreement shall be superseded by the MSLA. The product name for the Software is a trademark or registered trademark of SAP. Should you have questions concerning this License Agreement, please contact your local SAP sales office or authorized reseller, or write to: SAP, Attn: Contracts Department, 3410 Hillview Ave., Palo Alto, CA 94304, USA.

13. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in

48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. Manufacturer is SAP, 3410 Hillview Ave., Palo Alto, CA 94304, USA.

14. **EXPORT CONTROLS.** The use of this Software is subject to the U.S. Export Administration Regulations. You agree to the following: (a) you are not a citizen, national or resident of, and am not under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan nor any other country to which the United States has prohibited export; (b) you will not export or re-export the Software, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (d) you will not export or re-export the Software, directly, or indirectly, to persons on the above mentioned lists; and (e) you will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. For more information, see www.sap.com/company/legal.

15. **ORDER TERMS.** Purchase orders conforming to SAP purchase order requirements may be accepted from qualified companies. All pre-printed terms of any purchase order not approved in writing by SAP shall have no effect. Payment terms are net-30 days from date of invoice. FOB SAP facility. SAP specifically disclaims price guarantees of any kind. You are responsible for payment of all applicable sales, use, consumption, VAT, GST, and other taxes and all applicable export and import fees, custom duties and similar charges, excluding taxes based on SAP net income.

16. **COUNTRY UNIQUE TERMS.**

    If you purchased the Software in any territory specified below (the "Local Territory"), this section sets forth specific provisions as well as exceptions to the above terms and condition. To the extent any provision applicable to the Local Territory (the "Local Provision") set forth below is in conflict with any other term or condition in this agreement, the Local Provision will supersede such other term or condition with respect to any licenses purchased in the Local Territory.

    Australia:

    a) Limited Warranty and Remedy (Section 7): *The following is added:*

    The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

    b) Limitation of Liability (Section 8): *The following is added:*

    To the extent permitted by law, where SAP is in breach of a condition or warranty implied by the Trade Practices Act 1974 or the equivalent State or Territory legislation which cannot be excluded, SAP's liability is limited, at SAP's sole election: (i) in case of the Software: (a) (i) to repair or replace the goods, or the supply of equivalent goods, or (ii) payment of the cost of such repair or replacement or of acquiring equivalent goods; and (ii) in case of Support Services: (x) re-supply of the Support Services; or (y) the cost of having the services supplied again. In calculating SAP's aggregate liability under this Agreement, the amounts paid or the value of any goods or services replaced, repaired, or supplied by SAP pursuant to this paragraph shall be included.

    c) General (Section 12): *The following replaces the first sentence of this section:*

    This Agreement is governed by the laws of the State or Territory in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

    Belgium and France

    a) Limitation of Liability (Section 8): *The following replaces the terms of this section in its entirety:*

    Except as otherwise provided by mandatory law:

    1. SAP's liability for any damages and losses that may arise as a result of the performance of its obligations in connection with this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if SAP is at fault), for a maximum amount equal to the charges You paid for the Software that has caused the damages. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which SAP is legally liable.

    2. UNDER NO CIRCUMSTANCES IS SAP, OR ANY OF ITS SOFTWARE DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

    3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by SAP but also to the activities performed by its suppliers and Software developers, and represents the maximum amount for which SAP as well as its suppliers and Software developers, are collectively responsible. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which SAP is legally liable.

    b) General (Section 12): *The following replaces the first sentence of this section:*

    This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

    Brazil

    a) Warranty (Section 7): *The following replaces the terms of this section in its entirety:*

    (a)   SAP warrants to you that: (i) for a period of six (6) months from delivery of the Software, the Software will substantially conform

to the functional description set forth in the standard documentation accompanying the Software; and (ii) for a period of six (6) months from delivery the physical media (e.g., CD-ROM), such physical media will be free from defects in materials and workmanship. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. You understand and agree that the state of the art does not allow the development of bug free of software. As a consequence SAP cannot warrant that the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.

(b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at SAP's option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by SAP only if you give SAP written notice of any breach of the above-stated limited warranty, within thirty (30) days of delivery of the Software.

(c) LICENSEE UNDERSTANDS AND AGREES THAT THE STATE OF THE ART DOES NOT ALLOW THE DEVELOPMENT OF BUG FREE SOFTWARE AND THAT THE SOFTWARE HAS BEEN DEVELOPED FOR THE USE OF BUSINESS SOFTWARE GENERAL CUSTOMERS. THEREFORE, EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 7, SAP AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. LICENSEE ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, LICENSEE HAVE RELIED UPON LICENSEE'S OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE SOFTWARE AND THAT LICENSEE HAS SATISFIED ITSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET LICENSEE'S REQUIREMENTS.

b) Limitation of Liability (Section 8): *the following replaces the terms of this section in its entirety:*

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAP OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OR INACCURANCY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAP AND ITS SUPPLIERS' AGGREGATE LIABILITY TO LICENSEE FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE OR THE FEES PAID BY LICENSEE FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES THAT THE LIMITATIONS OF THIS SECTION ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PRICING AND OTHER TERMS SET FORTH IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

c) General (Section 12) *The following replaces the word "New York":*

Brazil

Germany and Austria

a) Warranty (Section 7): *The following replaces the terms of this section in its entirety:*

SAP warrants that the Software provides the functionalities set forth in the associated documentation ("Documented Functionalities") for the Limited Warranty Period following receipt of the Software when used on the recommended hardware configuration. Limited Warranty Period means one year if you are a business user and two years if you are not a business user. Non-substantial variation from the Documented Functionalities does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO YOU FREE OF CHARGE (FOR EXAMPLE, UPDATES, PRE-RELEASE, EVALUATION, OR NFR) OR SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATION CAUSED A DEFECT. To make a warranty claim, you must return, at SAP expense, the Software and proof of purchase to the company from whom you obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, SAP is entitled, by way of re-performance and at is own discretion, to repair or replace the Software. If that fails, you are entitled to a reduction of the purchase price or to cancel the purchase agreement.

b) Limitation of Liability (Section 8): *the following paragraph is added to this Section:*

The limitations and exclusions specified in this Section will not apply to damages caused by SAP's intentional or by gross negligence. In addition, SAP shall be responsible up to the amount of the typically foreseeable damages from any damage which has been caused by SAP or its agents due to the slightly negligent breach of a material contractual duty. This limitation of liability shall apply to all damage claims, irrespective of the legal basis thereof and in particular, to any pre-contractual or auxiliary contractual claims. This limitation of liability shall not, however, apply to any mandatory statutory liability under the product liability act nor to any damage which is caused due to the breach of an express warranty to the extent the express warranty was intended to protect you from the specific damage incurred. This clause shall not be intended to limit liability where the extent of liability is provided by mandatory law.

c) General (Section 12): *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Italy

a) Limitation of Liability (Section 8): *the following replaces the terms of this section in its entirety:*

Apart from damages arising out of gross negligence or willful misconduct for which SAP may not limit its liability, SAP's liability for direct and indirect damages related to the original or further defects of the Software, or related to the use or the nonuse of the Software or related to any case whatsoever for breach of the Agreement, shall be limited to the fees paid by you to SAP for the Software or for the part of the Software upon which the damages were based.

b) General (Section 12): *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

United Kingdom

c) General (Section 12): *The following replaces the first sentence of this section:*

This Agreement is governed by the laws of England and Wales, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to the Contracts Rights of Third Parties) Act 1999 or otherwise in favour of any person not a party hereto.